

**STATE OF ALASKA
DIVISION OF FORESTRY (DOF)**

**AIRCRAFT RENTAL CONDITIONS
Form 10-3134 (revised 1992)**

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I. GENERAL REQUIREMENTS

1. Scope of Agreement. The intent of this agreement is to obtain flight services utilizing fully functional aircraft, operated and maintained by qualified personnel, and equipped to meet specifications, for the support of DOF programs. The type of services to be performed include, but are not limited to: air transportation of personnel, equipment and supplies, and aerial reconnaissance, as directed by DOF.

2. Certification. The vendor shall be a certified air carrier/commercial operator under Federal Aviation Regulation 14 CFR parts 121, 125, 133, 135, or 137 as appropriate. The vendor shall obtain all necessary licenses and permits, plus comply with all applicable federal, state and local laws.

DOF may request that Pilots and/or aircraft possess a current Qualification Card issued by the United States Forest Service-Dept. of Agriculture (USFS) or the Office of Aircraft Services-Dept. of Interior (OAS) and shall present the card for identification upon request.

3. Supplements Incorporated By Reference. This agreement incorporates the following SUPPLEMENT(s) by reference. Upon request the contracting officer will make their full text available.

If requested by DOF, the Vendor shall only provide "special use" services to the extent that aircraft and pilots have been qualified for such use as identified in the OAS Supplements listed below.

<u>NO.</u>	<u>SUPPLEMENT TITLE</u>	<u>SUPPLEMENT DATE</u>
1.	Low level Activities	January 1990
4.	Fire Suppression Requirements-Local Alaska	January 1990
6.	Helicopter Class B and C External Load Operations	January 1990
7.	Airplane External Load Operations	January 1990
10.	Helicopter Overwater, Extended Overwater	January 1990

II. OPERATIONS

1. Flight Operations

The vendor shall operate in accordance with his/her approved FAA Operations Specifications, and all portions of 14 CFR Part 91 (including those portions applicable to civil aircraft), and Part 135 (135.1 notwithstanding), unless otherwise authorized by DOF.

Exemption For Transportation of Hazardous Materials. DOF may require transportation of hazardous materials. Such transportation shall be in accordance with Exemption DOT-9198 PTE (second revision) and the DOF Aviation

Transportation of Hazardous Materials Handbook. The Vendor must ensure that a copy of the exemption and handbook must be aboard each aircraft operating under the provisions of this exemption. (This handbook is available from DOF upon request.)

2. Pilot Authority and Responsibilities

The pilot is responsible for the safety of the aircraft, its occupants, and cargo. He/She shall comply with the directions of DOF, except when in his/her judgment such compliance will be a violation of applicable federal or state regulations or provisions of this agreement. The pilot shall refuse any flight or landing which the pilot considers hazardous or unsafe.

The pilot shall not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by DOF.

Pilots are responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot shall be responsible for the proper loading and securing of all cargo, either internal or external prior to all flights. Pilots are responsible to assure prior to flight that each occupant is familiar with and utilizes the installed safety equipment.

Pilots are responsible for filing a flight plan (VFR or IFR) for all flights performed under this agreement. If filing a flight plan with a Flight Service facility is not feasible, an alternate method may be used provided the agency has a written flight-following procedure. All flight plans will be closed in an appropriate manner.

III. PERSONNEL REQUIREMENTS

1. Pilot requirements

Pilots shall have an FAA commercial pilot certificate with appropriate category, class rating and type, if required. Pilots shall hold an ATP rating for those 14 CFR Part 135 operations requiring ATP-rated pilots.

Instrument Rating for Airplanes.

For helicopters, IFR or VFR over-the-top, pilots shall have helicopter instrument ratings or a rotorcraft ATP Certificate with a category and class rating for that aircraft not limited to VFR.

Pilots shall hold at least a current second class medical certificate issued under provisions of 14 CFR Part 67.

The contracting officer may request evidence of satisfactory passing of FAA check in accordance with provisions of 14 CFR Part 135, for the make and model offered for this agreement within the previous 12 months. All pilots shall meet the currency requirements of 14 CFR Part 61.57.

Each pilot shall, at the discretion of DOF, pass an agency flight evaluation in make and model of aircraft to be flown on this agreement. The flight evaluation will be in an aircraft supplied by the vendor and at no expense to

DOF. The satisfactory completion of the evaluation will not substitute for any of the total flight hour requirements listed in this agreement.

Pilots shall have logged at least the following amounts of flying time as pilot-in-command (PIC):

Total pilot time 1,500 hours

<u>CATEGORY</u>	<u>FIXED WING</u>	<u>HELICOPTER</u>
PIC	1,200 hours	1,500 hours
Cross Country	500 hours	500 hours
PIC Night	25 hours (for night operations)	100 hours (for night operations)
	100 hours (for IFR operations)	
PIC Total time in the preceding 12 months	100 hours (in category)	100 hours (in category & class)
PIC in category last 60 days		10 hours
PIC in Make and Model	25 hours	*50 hours*
PIC in Make, Model and series last 12 months		10 hours
PIC Instrument, of which 50 hours must have been in (IFR operations) flight, actual or simulated instrument conditions (for multi-engine operations.)	75 hours (IFR operations)	75 hours
Weight Class of helicopter		100 hours**
Reciprocating engine (helicopter)		200 hours
Turbine engine (helicopter)		100 hours

* 25 hours PIC if pilot has satisfactorily completed a factory school and checkout in make and model. Makes and models are grouped as shown in Attachment # 2. Time in one make and model is considered adequate for all aircraft in that group.

** Small certified gross weights up to 6,000 pounds; Medium certified gross weights 6,000-12,500 pounds; Large over 12,500 pounds gross weights.

Additional experience required when operating the following (in classification of aircraft):

PIC multi-engine Airplane	200 hours
PIC Seaplane	25 hours
PIC Large Multi-engine Airplane (over 12,500 #)	250 hours
PIC Turboprop or Jet	100 hours

Pilot second-in-command (SIC) (in accordance with vendor's certificate) is required if the aircraft has a passenger seating configuration, excluding and pilot seat, of 10 seats or more.

Special Copilot Experience Requirements for Helicopters (all flight times are in category): 500 hours PIC, 50 hours PIC in weight class, 50 hours PIC in last 12 months.

2. Flight Crew Member, Duty and Flight Limitations. Pilots will be limited to the following flight and duty-time limitations:

Duty Limitations. Duty time includes 'pre-flight', 'post-flight', flight time, ground duty of any kind, and standby or alert status at the job site or other designated location. Local travel up to a maximum of 30 minutes each way between the work site and place of lodging will not be considered duty time. Any flight crew member may be relieved from duty at the discretion of DOF for fatigue or other causes before reaching flight hour and duty hour limitations. Flight crew members will be subject to the following duty hour limitations:

For either a single-pilot or a two-pilot (PIC and SIC) crew, a maximum of 14 consecutive duty hours during any assigned duty period.

Rest Periods. Pilots shall be given a minimum of 10 consecutive hours of rest (off duty), not to include any pre-flight or post-flight activity, prior to any assigned duty period.

Pilots may be given two 24 hour periods of rest within any 14 consecutive calendar days, at the discretion of DOF.

DOF Aircraft Rental Conditions

Flight Limitations. All flight time, regardless of how or where performed, (except for personal pleasure flying), will be reported by each flight crew member and used to administer flight time and duty time limitations. Flight time to and from a duty station as a flight crew member (commuting) will be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to; military flight time, charter, flight instruction, biennial flight review, flight examinations by FAA designees, any flight time of a commercial nature whether compensated or not. Pilot flight time computations shall begin at takeoff and end at block-in and will be computed in hours and hundredths for airplanes or begin at liftoff and end at touchdown and will be computed for the flight hours meter for helicopter. Flight crew members will be limited to the following flight hour limitations which shall fall within their assigned duty period.

Single-Pilot Crew. A maximum of eight hours flight time during any assigned duty period.

A maximum of 42 hours flight time during any consecutive six-day period. When a pilot acquires 36 or more flight hours in a consecutive six-day period the pilot will be given the following 24 hour period off for rest, after which a new six day cycle will begin.

Two-Pilot Crew. (Pilot/Copilot) A maximum of 10 hours flight time per pilot during any assigned duty period.

A maximum of 50 hours flight time per pilot during any consecutive six day period. When a pilot acquires 40 or more flight hours in a consecutive six day period, the he/she will be given the following 24 hour period off for rest, after which a new six day cycle will begin.

3. Personnel Protective Equipment (PPE)

General Use Activities. None required

Special Use Activities. Aviator protective headgear which includes protection for the ears and temples is required.

Fire resistant clothing made from polyamide, cotton or equivalent is required. (No synthetics)

Gloves made of leather or fire resistant material and leather boots of 8 inch minimum heights are required. If the required leather boots are not conducive to the working environment (water, snow) and DOF determines that rubber boots or synthetic "snow boots" are essential to perform projects, the local DOF supervisor is required to inform the Vendor's employees of the increased personal hazard associated with these type boots in the event that an aircraft mishap should occur with a resultant fire.

4. Mechanic Qualifications. A mechanic performing work on aircraft under this contract must be the holder of a valid FAA mechanic certificate with airframe and powerplant ratings.

IV. AIRCRAFT REQUIREMENTS

1. Aircraft Equipment Requirements

The aircraft must possess a Standard Airworthiness Certificate (except for helicopter external load operations) and be maintained in accordance with the terms of such certificate. The installation of any equipment specified must be

FAA approved.

A complete set of current aeronautical charts covering the area of operation. IFR enroute and terminal publications are also required for IFR operations.

All aircraft certified in the standard category shall be equipped in accordance with 14 CFR Parts 91 and 135.

A first aid kit and survival kit containing at least the items specified in Attachment 1 shall be furnished by the Vendor and carried aboard the aircraft on all flights.

Fire extinguisher(s) as required by 14 CFR 135.155 shall be a hand held bottle of approximately two pound capacity containing a halogenated extinguishing agent that is accessible to the flight crew.

Approved aircraft lighting for night operation in accordance with 14 CFR 91.33(c) including instrument lights.

2. Airplanes.

Shoulder harness and lap belt for front seat occupants and both occupants in tandem seat airplanes will be required. Shoulder strap and lap belt will fasten with metal to metal, single point, quick release mechanism. The installed shoulder harness shall not interfere with the pilot's operation of the aircraft controls. (Airplanes with a factory installed military type shoulder harness meet this requirement.) Factory installed restraint equipment in Cessna 208, Caravan, serial number 1 through 110, are acceptable for point to point use only.

3. Helicopters.

One flight meter (Hobbs Model N-1-69 or equal). The meter shall be wired in a series with a switch on the collective control, and a switch activated by engine or transmission oil pressure or equivalent system to record flight time.

Double strap shoulder harness with automatic or manual locking inertia reel for each front seat occupant. Shoulder straps and lap belts shall fasten with one single point metal-to-metal, quick release mechanism. (Medium helicopters with factory installed nylon shoulder harness loops meet this requirement.)

Personnel Access Step. Helicopters with extended gear shall have personnel access step to assure safe entrance and exit from each door of the helicopter. A section of external cargo rack may be utilized as a step by providing a clear space covered with a nonskid material.

Tundra Boards. Helicopter shall be equipped with FAA approved tundra boards or as noted in the aircraft order.

4. Light Helicopters. Dual controls shall be removed prior to use under this contract.

5. Medium Helicopters. Dual controls may be installed during routine DOF use. The pilot shall occupy the manufacturer's designated pilot station during all flight operations unless otherwise authorized by the FAA. When dual controls are installed the pilot shall restrict access to the copilot seat. Only helicopter foremen or similar crew members should be allowed to occupy the copilot seat.

V. AVIONICS REQUIREMENTS.

1. General. The following systems shall be furnished, installed and maintained by the Vendor in accordance with the installation and maintenance standards of this section.

2. Communications.

ELT.

Helicopter: An automatic portable emergency locator transmitter (ELT/AP) or an automatic fixed/portable emergency locator transmitter (ELT AF/AP) meeting TSO-C91 or TSO-C91A shall be installed in the helicopter cabin in a conspicuously marked location that is easily accessible and readily removable in the event of an accident.

A uni-directional ELT shall be installed with the "arrow" aimed at 45 degrees downward from the normal forward direction-of-flight of the helicopter. If the primary antenna is a fixed type, a portable antenna shall be attached to the ELT unit.

Airplane: An automatic fixed emergency locator transmitter (ELT/AF) or an automatic fixed/portable emergency locator transmitter (ELT AF/AP) meeting TSO-91 or TSO-91A shall be installed in accordance with 14 CFR 91.207. Notwithstanding 14 CFR 91.207(d), the Vendor shall not utilize an aircraft unless it is equipped with fully operational ELT equipment. Access to the ELT location will be conspicuously marked. The external antenna shall be on top of the aircraft.

VHF-AM Aeronautical Transceiver. One 360-channel VHF-AM (VH-1) Aeronautical Transceiver shall be installed, operating in the 118.00 MHz to 135.950 band on 50 kHz channel increments, and a minimum five watts carrier power output.

3. Navigation Systems. No requirement unless specified by a supplement.

4. Audio Control System (Helicopter). An interphone system which will serve the pilot and observer. The interphone system shall be 150/500 ohm with U-61 jacks. The interphone amplifier shall have sufficient gain and power output capability to deliver 50 milliwatts (with less than 10% noise and distortion combined) to each headset simultaneously. A control convenient to the pilot shall be provided for the interphone amplifier to adjust the headset audio to a comfortable level.

5. Installation and Maintenance Standards

All avionics systems used in or on the aircraft for this agreement and their installation and maintenance shall comply with all applicable FAA Regulations contained in 14 CFR notwithstanding any exclusions for public aircraft allowed in 14 CFR.

All avionics systems shall be installed and maintained in accordance with the manufacturer's specifications and instructions; per 14 CFR Part 43.

VI. MAINTENANCE REQUIREMENTS

1. General. The Aircraft shall be maintained in accordance with the manufacturer's specifications and applicable FAA regulations.

2. Inspection. Aircraft maintained in accordance with 14 CFR 91.409(a) shall not be operated unless the 100-hour requirements of 14 CFR 91.409(b) are

complied with at each 100-hour interval.

All maintenance, including inspection, rebuilding, alterations and installation shall be performed by person authorized to perform such maintenance in accordance with 14 CFR Part 43.

3. Condition of Aircraft. The aircraft must be airworthy and in good mechanical condition. The airframe and accessories must present a neat and clean appearance. Upholstery, paint, and plexiglass will be in good condition.

4. Manuals/Records. The vendor shall assure that all maintenance performed on rental aircraft is recorded in the affected aircraft's maintenance record in accordance with 14 CFR 91 (ref. 14 CFR 43.9, 43.11 and 91.417.)

5. Airworthiness Directives (ADs) & Bulletins. All applicable manufacturer's mandatory bulletins and FAA ADs shall be complied with prior to performance of this agreement. A separate list of FAA ADs and Manufacturer's Mandatory Service Bulletins on the make and model of aircraft offered will be made available upon request, recording whether applicable or not and, if applicable, the date and airframe total time at compliance, method of compliance, next compliance due date if recurring, and authorized signature and number.

VII. FUEL AND SERVICING REQUIREMENTS

All fuel must be approved commercial or military grade aviation fuel. Only fuels meeting the specifications of the American Society for Testing and Material (ASTM) D-1655 (Type Jet A, A-1, or B), MIL T-5624 (Grade JP-4 or JP-5), for turbine powered aircraft, and ASTM-D-910 or MIL T-910 (Avgas Grade 80, 100, or 100LL), for reciprocating powered aircraft, are authorized for use.

1. Servicing Requirement

Aircraft shall not be refueled while engines are running, or propellers are turning, unless the aircraft refueling facility is equipped with an approved closed-circuit refueling system.

Grounding and bonding cables shall be utilized.

Only approved Flight Crew members (Pilot, Co-pilot, helicopter foreman, or flight manager) will be involved in any refueling operations.

Passengers shall not be involved with any refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

VIII. VENDOR'S BASE/REPORTING AND RELEASE BASE. DOF and the vendor will agree to report/release base(s) at the time an order is placed under this agreement.

IX. AGREEMENT PERIOD. The agreement period shall be from date of acceptance by DOF until superseded by a new agreement or canceled by either party in writing. This agreement will be reviewed annually by DOF to determine if a continuing need exists.

X. ORDERING SERVICE. Orders will be placed by DOF for service, as needed, under this agreement subject to the following:

It is understood that DOF has no obligation to place, nor the vendor an obligation to accept an order placed hereunder.

Upon acceptance of an order, the terms of this agreement shall become binding.

The period of service shall extend from the time service begins until released by DOF. The period of service will include required ferry to and from the site of work.

XI. SCHEDULE OF OPERATIONS. DOF will coordinate and schedule daily operations with the vendor's representative, subject to the flight crew member, duty and flight limitations.

XII. PAYMENT PROVISIONS

1. Measurement of Flight Time.

Helicopters. Flight time shall be measured from lift-off to touchdown and recorded in hours and hundredths. (See Attachment 3) Flight time shall be measured by means of an approved electrical time recorder as required in Section

"IV. AIRCRAFT REQUIREMENTS

3. Helicopters."

Airplanes. Flight time shall be measured from the time the aircraft commences its takeoff roll until it returns to the blocks and will be computed in hours and hundredths. (See Attachment 3) A table is attached with this document.

2. Payment for Flight Time. Payment will be made for all flights ordered by the contracting officer or authorized representative and flown by the vendor at the rates set forth in the Aircraft Rental Offer Form 10-3135.

Flights for the Vendor's Benefit. Payment will not be made for flights for the benefit of the vendor such as maintenance test flights, ferrying to and from maintenance facilities, training and familiarization flights, flights required following an engine change, or transportation of vendor's support personnel.

3. Standby (for periods of service of less than 24 hours). DOF will pay for standby time when documented on the Flight Record Form 10-3133 at the rates stipulated on the Rental Offer Form 10-3135 subject to the following:

Standby will be computed up to an 8-hour combination of flight and standby time for single-crewed aircraft and up to a 10-hour combination for a pilot/co-pilot crewed aircraft.

The vendor may offer more favorable standby terms (e.g. free standby equal to hours flown) either as part of the agreement or on a case-by-case basis documented on Flight Record Form 10-3133.

Standby will not be earned for stops involving passenger exchange, fuel stops, lunch breaks, or acts of God, such as weather, which prevent continuation of the flight.

Standby time shall be recorded in 24-hour clock time under start/stop time and converted to hours and hundredths under elapsed time of Flight Record Form 10-3133.

4. Guarantee. (for periods of service in excess of 24 hours) The vendor will be compensated for standby time through a flight hour guarantee as follows:

When documented on Flight Record Form 10-3133, payment will be made for the greater of (1) actual flight time for the period of service, or (2) the product

of the number of days of service times the guarantee hours stipulated on Rental Offer Form 10-3135 ending with release of the aircraft.

It is the vendor's responsibility to compute and submit a properly completed "invoice for payment" to DOF.

Example: At 1500 on June 3rd, a Cessna 206 is requested by DOF to fly to McGrath and perform fire detection missions for the next several days. It is procured at a \$200. per hour rate (dry). Its guarantee is 3 hours per day. The aircraft was released at 1100 on June 7th.

<u>Date</u>	<u>Actual Flight Time (hours)</u>	<u>Guarantee (days)</u>
June 3	2.00	0.5
June 4	5.00	1.0
June 5	2.10	1.0
June 6	1.00	1.0
June 7	2.00	0.5
Totals	12.10	4.0

In this case DOF will pay the greater of (1) 12.10 hours or (2) 12.00 hours (4.0 days X 3.00 hours per day). Calculated payment will be 12.10 hours X \$200. per hour = \$2,420.00

No reductions in guarantee hours will result from loss of service because of flight time and duty limitations.

Payment for unflown guarantee will be computed at the dry rate.

Services terminating before or beginning after 1200 hours will be measured as one-half the guarantee set forth in Rental Offer Form 10-3135.

Whenever ordered service is unavailable, the minimum guarantee will be reduced by the length of time service is unavailable. One-tenth of the Guarantee will be deducted for each hour, or portion thereof, service is listed as unavailable. However, the deduction unavailability will not exceed ten-tenths per day.

Guarantee will not accrue after the aircraft is released, regardless of the location and the circumstances at the time of release (i.e., adverse weather conditions, etc.)

5. Additional Crews. Additional flight crews will be paid as an additional cost as stipulated on Aircraft Rental Form 10-3135. Additional crews terminating before or beginning after 1200 hours will be measured as one-half the per day rate. Transportation cost for additional crews will be at the vendor's expense.

6. Subsistence Allowance. Subsistence will be allowed for each authorized crew member, for each overnight, including mandatory days off, when operating away from the vendor's base of operation.

DOF will at its option provide meals and lodging or will pay an allowance to the Vendor for each authorized crew member equal to the rate established for DOF employees. If the DOF provides meals but not lodging or lodging but not meals, the allowance will be adjusted as per current DOF per diem policy.

7. Airport Use Costs. DOF will reimburse the vendor for any necessary airport use costs, such as landing fees, tie-down charges or similar costs, the vendor is required to pay when ordered to operate from an airport other than the

vendor's base of operation. Such costs shall be supported by paid itemized invoices.

8. Fuel Cost Adjustment. Aircraft hired on a wet rate and the DOF furnishes fuel: The vendor shall record the quantity of fuel obtained from DOF on the Flight Record form 10-3133. Deduction will be based on the vendor's fuel cost and DOF's fuel cost at the site delivered.

Aircraft hired on a dry rate and the vendor furnishes fuel: The vendor will be reimbursed for the fuel provided at the fuel consumption rate indicated times the applicable flight time, times the actual cost per gallon, as supported by the fuel invoices. DOF furnished fuel used for the vendor's convenience (such as maintenance flights, etc.) will be deducted at the commercial rate per gallon. Such use shall be recorded on the DOF Flight Record form 10-3133 as a non-revenue flight.

9. Miscellaneous Charges. Miscellaneous charges for goods or services furnished by DOF, on behalf of the vendor, will be deducted from amounts due under the agreement.

10. Claims. Claims for payment of supplies or services that involve disagreements between DOF and the vendor about quantity, quality, or vendor compliance with the Rental Offer requirements, must be submitted separately.

11. Designated Billing Offices. The offices listed below are the designated billing offices for submission of the vendor's invoice and a copy of the DOF Flight Record form 10-3133.

State of Alaska
Dept. of Natural Resources
Division of Forestry
Northern Region
3700 Airport Way
Fairbanks, Alaska 99709-4699

State of Alaska
Dept. of Natural Resources
Division of Forestry
SouthCentral Region
3601 C Street, Suite 1008
Anchorage, Alaska 99503

XIII. AUTHORITY OF DOF REPRESENTATIVES

The contracting officer (CO) is the appointed DOF official with authority to enter into, administer and terminate this agreement. The contracting officer may designate representatives(s) to perform certain functions in the administration of the agreement. These functions are specifically identified in a letter of designation to a DOF representative. Typical designations are:

Contracting Officer's Administrative Representative (COAR) who is authorized to perform administrative functions.

Contracting Officer's Technical Representative (COTR) who is authorized to perform technical functions.

Project Inspector (PI) who is appointed by the COAR or COTR to assist them in carrying out their respective functions.

A designated representative is not authorized under any circumstances to:

Award, agree to, or execute any agreement, agreement modification, or notice of intent.

Obligate, in any way, the payment of money by DOF.

Make a final decision on any agreement matter which is subject to the Disputes clause of this agreement.

Terminate, for any cause, the vendor's right to proceed.

Oral and Written Statements: No oral statements of any person shall be allowed in any manner or degree to modify or otherwise affect the terms, conditions or specifications of these Aircraft Rental Conditions. Changes to the Aircraft Rental Conditions will be in written form, issued by an appointed Contracting Officer of the Department of Natural Resources.

XIV. VENDOR'S DESIGNATED REPRESENTATIVE. Unless otherwise specified by the vendor, in writing, the pilot will be the vendor's designated representative for purposes of planning operations with DOF.

XV. CHANGES (ORAL OR WRITTEN). All changes shall be issued, verified in writing and signed by the contracting officer. The vendor shall take no action to comply with the statement or order until authorized by the contracting officer. The vendor shall immediately notify the contracting officer (orally, followed in writing) of any statement or order believed to modify or change any requirement, term or condition of the agreement, including:
Each requirement, term and condition affected by the statement or order.
The author of the statement or order.
The probable effect upon price and time of performance.

XVI. DEFINITIONS. As used throughout this agreement, the following terms shall have the meaning set forth below:

Accident: An unplanned event that does substantial damage to an aircraft, aircraft component, or service truck or any serious injury, or death, to personnel. (Refer to 49 CFR 830 for more detailed information.)

Aviation Hazard: An aviation hazard is any condition, act, or set of circumstances that compromise the safety of personnel or resources engaged in aviation activities.

General Use Activities: involve point-to-point transportation of personnel and/or cargo, occasional use of unprepared landing sites, and all other flights not categorized as "Special Use Activities".

Incident: An unplanned event that does damage less than substantial or injury less than serious; an air or ground mishap, malfunction, or situation involving aircraft or personnel which has the potential of resulting in an accident.

Special Use Activities:

1. All direct fire suppression flying.
2. Operations requiring extensive flying at less than 500 feet above the surface.
3. All helicopter sling operations and all parachute and rappelling operations.
4. Operations in terrain requiring extensive use of unprepared landing sites.

XVII. RESPONSIBILITY OF VENDOR

1. Costs. The Vendor shall be responsible for, and pay, all costs of operation, support maintenance, repair of aircraft and ground support equipment

and tools, and shall include these costs in his quoted prices, unless otherwise provided on the Aircraft Rental Offer form 10-3135.

At his expense the vendor shall:

Obtain all required licenses and permits.

Comply with any applicable Federal, State, and Municipal laws, codes and regulations.

2. Security of Aircraft and Equipment. The security of any non-DOF aircraft, associated vehicles and equipment used under this agreement will be the responsibility of the vendor.

The Vendor will take precautions necessary to protect property and persons including third parties against injury or damage and be responsible for any such injury or damage that occurs as a result of his fault or negligence; (the term "third parties" is construed to include employees of DOF).

During the term of the agreement, certain DOF-owned equipment may be assigned to the vendor. If the equipment is lost, damaged, or totally destroyed as a result of the vendor's negligence; or as a result of any accident, the fair market value of the equipment will be charged to the vendor and withheld from payment due under this agreement. The value of such equipment will not exceed \$10,000.

3. Other Responsibilities. Provide competent superintendence at the site with authority to act for the vendor at all times and shall so notify the contracting officer.

Assure that all employees engaged in the performance of this agreement are thoroughly familiar with its requirements.

XVIII. ACCIDENTS/INCIDENTS/AVIATION HAZARDS

The Vendor shall report all aircraft accidents immediately by the most expeditious means to the Area Duty Officer/Regional Duty Officer. Refer to section **XVI. Definitions.** for the definition of accident, incident, and aviation hazard.

All pilots involved in an aircraft accident or incident causing injury to personnel or damage to the aircraft are immediately suspended from further use on DOF flight operations. Suspension will continue until released by DOF's Senior Aviation Officer.

The Vendor shall not permit removal or alteration of the aircraft, aircraft equipment or records following an accident, or incident resulting in any damage to the aircraft or injury to personnel until authorized to do so by the Senior Aviation Officer. Exceptions are when threat to life or property exists, the aircraft is blocking an airport runway, etc. The Senior Aviation Officer shall be immediately notified when such actions take place.

The Vendor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to Vendor or DOF personnel arising in the course of performance under this contract. Further, the Vendor fully agrees to make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the DOF investigation team in the investigation of accidents, incidents, or aviation hazards.

XIX. SUSPENSION OF PERSONNEL

Vendor personnel who in the opinion of the contracting officer are doing ineffective work, are unable to adapt to field living conditions, or whose general performance is unsatisfactory shall be replaced by the vendor.

The vendor shall be notified in writing, stating the conditions of unsatisfactory or unsafe performance by his personnel and a time limit shall be set by which a replacement must be obtained.

XX. FEDERAL AIRPORT AND AIRWAY EXCISE TAXES

(Chapters 31 and 33 of the Internal Revenue Code, 26 U.S.C. 4041, 4261 et seq.) (Vendor Furnished Pilot) Chapters 31 and 33 of the Internal Revenue Code impose an excise tax on aviation in one of two ways (1) as a fuel tax and (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds.

1. Fuel Tax. If the fuel tax is applicable and this contract requires Vendor-furnished fuel the Vendor shall be responsible for payment of fuel tax and shall include such taxes in his bid price.

2. Transportation Tax. If the transportation tax on passengers and cargo is applicable and the Vendor is required to pay the transportation tax for those services, the tax shall be added to the Vendor's invoice for payment as a separate item, and DOF shall reimburse the Vendor for the amount of such taxes.

3. Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding imposition of transportation taxes.

Rev. Rul. 72-156

Exempts aircraft from passenger and cargo tax under Section 4261 and 4271 of the code when hauling and dropping fire retardant.

Rev. Rul. 76-477

Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the code when contractor's employees are spotting fires, or hauling and dropping retardant chemicals.

These rulings do not exempt imposition of fuel taxes for which the vendor is responsible under the paragraph above.

XXI. STATE SAVED HARMLESS AND INSURANCE PROVISIONS

1. State Saved Harmless:

The Vendor shall indemnify, save harmless and defend the State, its officers, agents and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, wrongful omission or negligent act of the Vendor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract.

All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from the Vendor's performance of this contract which are caused by the joint

negligence of the State and the Vendor shall be apportioned on a comparative fault basis.

Vendor has full and exclusive responsibility and liability for all actions or claims occurring from flight operations.

2. Insurance:

Without limiting Vendor's indemnification, it is agreed that the Vendor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Vendor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change.

A. Workers' Compensation Insurance: The Vendor shall provide and maintain, for all employees of the Vendor engaged in work under this contract, workers' compensation insurance as required by AS 23.30.045. The Vendor shall be responsible for workers' compensation insurance for any subcontractor who directly, or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e., U.S.L. & H. and Jones Acts) must also be included.

B. Comprehensive (Commercial) General Liability Insurance; with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent Vendors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

C. Comprehensive Automobile Liability Insurance; Covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000 property damage.

D. Aircraft Liability Insurance: Covering all owned and non-owned aircraft with coverage limits not less than \$1,000,000 combined single limit for bodily injury, passenger liability and property damage liability and with limits not less than \$150,000 per passenger seat.

Stipulation: If a Vendor does not provide maintenance, and maintenance is subcontracted, it is the responsibility of the Vendor to be certain subcontractor is FAA approved facility and also, that subcontractor has products/completed operations coverage under their Comprehensive General Liability policy.

Attachment 1

FIRST AID

First-aid kits for helicopters flying on state charters shall meet the following specifications:

1. Each first-aid kit must be dust proof and moisture proof.
2. The kit must be readily accessible in a location known to all passengers.
3. The contents shall meet the following minimum quantities:

ITEM	PASSENGER SEATS	PASSENGER SEATS
	0-9	10-50
Adhesive bandage compresses, 1"	8	16
Antiseptic swabs	10	20
Ammonia inhalants	5	10
Bandage compresses, 4"	4	8
Triangular bandage compresses, 40"	2	5
Burn compound, 1/8 ounce	2	6
Roller bandage, 4"	2	4
Adhesive tape, 1"	2	2
Bandage scissors	1	1

SURVIVAL KIT

All helicopters flying on state charters will carry survival equipment in a readily accessible location known to all passengers. Survival kits will contain at least the following items and additional items, as appropriate, for local climate and terrain conditions.

1. The minimum equipment to be carried during the summer months:
 - A. Food for each occupant sufficient to sustain life for two weeks (protein pills, sucrose, etc., may be desirable to minimize storage space)
 - B. One axe or hatchet
 - C. One first aid kit
 - D. One pistol, revolver, shotgun, or rifle and ammunition for same
 - E. One small gill net and an assortment of tackle such as hooks, flies, lines, sinkers, etc
 - F. One knife
 - G. Two small boxes/containers of matches (waterproof)
 - H. One mosquito headnet for each occupant
 - I. One space blanket for each occupant
 - J. Signal flares (six each)

K. Signal mirror
Attachment 2

GROUPING OF LIKE MAKE/MODEL AIRCRAFT

"25 hours PIC in any combination of aircraft in a grouping below will meet the requirements (for airplanes) of Section

III. PERSONNEL REQUIREMENTS

1. Pilot requirements of this agreement.

Reciprocating Engine Aircraft

<u>Make</u>	<u>Model</u>
Cessna	172, 177, 182
Cessna	172RG, 177RG, 182RG, 210
Cessna	170, 180, 185, L-19
Cessna	205, 206, 207
Cessna	336, 337
Cessna	303, 310, 320, 340, 400 series
Piper	PA-11, 12, 14, 16, 18, 20, 22
Piper	PA-24, 28, 32
Piper	PA-23, 30, 39, 40, 31, 34
Beech	33, 35, 36
Beech	50, 55, 56, 58, 60, 65, 70, 95
Beech	18
Helio	250, 295, 400, 700, 800
Maule	M-4, 5, 6, 7
Rockwell-Commander	500, 560, 680, 720

Turboprop Airplanes

Cessna	206, 207 "Soloy Turbine"
Cessna	208 "Caravans"
Cessna	425, 441 "Conquest I & II"
Piper	PA-31T "Cheyenne I & II"
Piper	PA-42 "Cheyenne III & IV"
Beech	"King Air" series 90, 100, 200, 300
Beech	18 turbine series--("Volpar", etc.)
Rockwell-Commander	680 T.V.W.; 681, 690, 840, 900, 980, 1000
Mitsubishi	MU-2 series
DeHavilland	DHC-6 Twin Otter series
Swearingen	Merlin/Metro series

Jet Airplanes

Lear Jet	20 through 36 series
Lear Jet	54, 55, 56
Grumman	G-II, III, IV

DOF Aircraft Rental Conditions

Cessna	"Citation" series
Falcon	10, 20, series
Falcon	50
Rockwell	"Saberliner"
Israel	"Westwind" 1121-1124
Israel	"Astra" 1125
Canadair	"Challenger" series
Beech	HS 125, 800
Mitsubishi	"Diamond" I
(Other jet aircraft by make, model, series)	